

*Erika López Prater, Ph.D. v.
Trustees of the Hamline University of Minnesota*

EXHIBIT 1 TO NOTICE OF REMOVAL



**HAMLINE
UNIVERSITY**



**COLLECTIVE BARGAINING
AGREEMENT**

FOR

**CERTAIN UNDERGRADUATE ADJUNCT
FACULTY**

2016 – August 31, 2018

amended

2019- August 31, 2022



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COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
HAMLINE UNIVERSITY
AND
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 284

PREAMBLE

This Agreement is entered into between Hamline University (hereinafter referred to as the "University") and Service Employees International Union Local 284 (hereinafter referred to as the "Union") to provide terms and conditions of employment for Unit Members.

The Union and the University value and respect the role of the adjunct faculty members covered by this Agreement (the "Unit Members"). We believe a culture that encourages collaboration and respect is vital to a positive work environment, which in turn can be conducive to the success of the University's students and those engaged in facilitating their education. We likewise are committed to promoting an awareness, understanding, and respect of diverse interests, opinions, and experiences; and we recognize the value such diversity has to the delivery of a high-quality education.

The University and the Union are committed to effective communication, mutual respect, and meaningful involvement of the Unit Members in working toward common objectives that follow from our common beliefs. The Union recognizes and supports the commitment of the University to provide the very best in educational opportunities to all students. The University recognizes and respects the Union's commitment to advocating for the interests of its members as valued contributors to the institution's mission.

In accordance with these values and beliefs, the University and the Union intend our relationship to be characterized by a spirit of professionalism, collegiality, and cooperation toward a common objective of providing an exceptional educational experience for the University's students. These values and beliefs inform and shape the relationship between the University and the Union, which has resulted in this negotiated Agreement.

We have endeavored here to envision and bargain for substance and process on matters of mutual interest to the University and the Union. We also have bargained and provided for the resolution of differences between us over right and proper ways of living out this Agreement. In general, we are committed to resolving disputes through informal and collaborative processes whenever possible, and this commitment is reflected in our Grievance Procedure. Because we are separate, independent and free-thinking, we know it will not always be easy to resolve matters so informally, so this Agreement also provides more formal procedures for addressing grievances that may arise between the parties to the Agreement over matters contained in the Agreement.

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT DESCRIPTION

Section 1. Pursuant to the Certification of Representative, issued by the National Labor Relations Board in Case No. 18-RC-127335 the University hereby recognizes the Union as the sole and exclusive collective bargaining representative of all regular part-time non-tenured and non-tenure eligible Adjunct Instructors, Adjunct Faculty, Instructors, Adjunct Professors, and Adjuncts employed by the University who teach undergraduate labs or credit-earning classes

toward an academic degree on the University's St. Paul, Minnesota campus, specifically excluding those referred to in Section 2 below (hereinafter referred to as "Unit Members"), solely with respect to such work. All others employed by the University and all work, including responsibilities and/or appointments outside of these parameters fall outside the Bargaining Unit.

Section 2. EXCLUDING: Tenured faculty, tenure track faculty, teaching track faculty (all regardless of faculty rank or appointment), all faculty who teach any course in the School of Law, all full-time faculty, all visiting faculty (including Visiting Assistant Professors), faculty librarians, graduate assistants, teaching assistants, deans, associate deans, assistant deans, department chairs, divisional representatives, program chairs, directors, associate directors, faculty who exclusively teach music lessons, faculty who exclusively teach online, faculty who exclusively teach graduate-level courses, faculty who exclusively provide individual student instruction (including but not limited to, capstone, thesis, dissertation, independent study, practicum, or internship), faculty who exclusively teach a class or lab conducted primarily at some other campus(es) or location(s), all other staff members (whether or not they have teaching responsibilities), confidential employees, managerial employees, guards, and supervisors as defined in the Act, and all other employees.

Section 3. An employee who falls within the Bargaining Unit by virtue of the unit description above in Sections 1 and 2, but who also has some other responsibilities or appointment(s) with the University, shall be considered a dual function employee, meaning that the employee is a member of the above-described unit solely for the purposes of teaching undergraduate labs or credit-earning classes on the St. Paul campus toward an academic degree, and that only such work falls within the Bargaining Unit. Any and all responsibilities and/or appointments other than teaching an undergraduate lab or credit-earning class on the St. Paul campus (e.g., graduate-level course, online course, course not toward academic degree, course held at Minneapolis campus or otherwise off-campus, teaching music lessons, and/or individual student instruction) are outside the above described Bargaining Unit.

ARTICLE 2 - INCLUSION IN AND SEPARATION FROM BARGAINING UNIT

Section 1. An individual shall become a Unit Member upon the individual's acceptance of the University's offer of an appointment to teach one or more qualifying courses within the scope of the Recognition provision in Article 1 or 30 days before the start of the first Term for which such appointment has been accepted, whichever comes sooner. A Unit Member shall be separated from the Bargaining Unit and discontinue being a Unit Member upon completion of the duties associated with such appointment, or upon the deadline set by the University for such completion whether those duties have been completed or not.

ARTICLE 3 - NO STRIKE/NO LOCKOUT

Section 1. There shall be no strikes or lockouts of any kind during the term of this Agreement. The prohibition against strikes and lockouts shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under the grievance arbitration provisions of this Agreement.

The Union and the Unit Members agree that during the term of this Agreement neither the Union nor any Unit Member will call, instigate, engage or participate in, encourage, approve or endorse any: strike; picket; boycott; sympathy strike; sit-down; or slow down (including through a social media campaign or demonstration) that interferes with or disrupts the normal operations of the University's classes or the University's operations as a result of the Union or Unit Member's

actions; and agree further that they will not engage in any: withholding of or delaying any teaching, grading, academic evaluations, or other required duties as a form of concerted activity (as defined under the National Labor Relations Act); or any interference with, or the stoppage of, the operations or teaching of the University.

The University agrees that, during the term of this Agreement, it shall not lock out any of the Unit Members covered by this Agreement and further it shall not withhold or delay from the Unit as a whole or individual Unit Members course appointment notification for the purpose of locking out Unit Members.

Section 2. In the event that either party or any Unit Member violates the provisions of Section 1 above, the party aggrieved by such violation or alleged violation may immediately pursue any and all available remedies. In addition, should a Unit Member allegedly violate the provisions of Section 1 above, the Union shall inform the member(s) that such action is prohibited under this Agreement and request the Unit Member to cease such action and return to full, normal, and timely work. In the event of activity believed to be in violation of this Article, the party aggrieved may immediately pursue, in any court of competent jurisdiction, whatever remedies are available to it.

ARTICLE 4 - MANAGEMENT AND ACADEMIC RIGHTS

Section 1. The right to administer and manage the University is vested exclusively in the University. Except as otherwise specifically and explicitly provided in this Agreement, the University retains all rights pertaining to administration or management of the University as a whole and at each and every level, school, program and department or other part of the University, including but not limited to, the rights: to establish, plan, direct and control the University's mission, vision, programs, objectives, activities, resources, and priorities; to manage and administer the academic affairs of the University and to establish and maintain in its discretion structures of authority for the management and administration of its academic affairs; to establish, continue, modify, discontinue, administer and enforce practices, policies, procedures, rules and regulations; to direct and control University operations; to alter, extend or discontinue existing equipment, facilities, and location of operations; to assign duties and direct Unit Members; to determine and modify the number, qualifications, hiring criteria, scheduling, responsibilities and assignment of Unit Members; to provide Unit Members individually with a letter of appointment; to establish, maintain, modify or enforce standards of performance, conduct, order and safety; to establish or modify the academic calendars, including holidays and holiday scheduling; to assign work locations; to schedule hours of work; to recruit or hire Unit Members; to determine how and when and by whom instruction is delivered and other services at the University are performed; to set standards and timelines for grading students and for grade appeals; to determine all matters relating to student admissions; to introduce new methods of instruction; to modify or discontinue existing instruction methods; and to subcontract all or any portion of any operations except as limited by Appointments of Courses, Article 15. The University shall have the sole authority under this Agreement to exercise any and all such rights except to the extent, if any, of direct conflict between such exercise and an explicit written provision of this Agreement.

Section 2. Decisions regarding who is taught, what is taught, how it is taught and who does the teaching involve academic judgment and shall be made at the sole discretion of the University, except to the extent, if any, of direct conflict between such exercise and an explicit provision of this Agreement.

Section 3. No exercise by the University of any management right shall be subject to the Grievance and Arbitration Procedure in this Agreement unless the exercise thereof violates an express written provision of this Agreement.

ARTICLE 5 - ACADEMIC FREEDOM

Section 1. Academic Freedom is essential to the search for truth and its exposition. Unit Members enjoy the same rights and obligations of academic freedom as do all faculty of the University.

Section 2. In the classroom, a Unit Member's pedagogy and exposition shall be guided by the course description and syllabus, department and university learning outcomes, requirements of effective teaching, adherence to academic and professional standards, and encouragement of the spirit of inquiry among students.

Section 3. In speaking outside of the University, a Unit Member shall not attribute his or her personal views as those of the University, unless expressly authorized in writing by the University to do so.

Section 4. Unit Members will adhere to the University's Academic Honor Code, both as it applies to their work and the work of their students.

ARTICLE 6 - UNION RIGHTS

Section 1. The Union will notify, in writing, the Director of Human Resources, or designee, of the names of the Union Representatives and will notify him/her within five (5) calendar days of any change in the representatives. The Union Representatives shall not exceed six in number and shall not include any individual excluded from the Bargaining Unit as described in Article 1, but may include the Unit Union Representative identified in Article 8. Only those Union Representatives who have been named on the written notification to the University shall be entitled to adjust grievances, to attend meetings with a grievant or with appropriate representatives of the University regarding a grievance, and to attend to other matters related to the administration of this Agreement when authorized by the Union to do so. With prior written notification, which shall include electronic notification, to the Director of Human Resources, or designee, the Union Representatives shall have reasonable access to the University's academic facilities for the transaction of necessary Union business as described in this Article 6 so long as normal business and classroom activities are not disrupted or attempted to be disrupted.

Section 2. The Union Representatives as designated in Section 1 shall be given some time on the agenda of any University-scheduled adjunct faculty orientation meeting involving Unit Members in order to present information about the Union and Union membership.

Section 3. The University shall permit Unit Members and Union Representatives as designated in Section 1 to post notices pertaining to legitimate and appropriate Union interests related to this Agreement on two University bulletin boards as follows: Giddens Learning Center (GLC) in the entryway to the GLC gallery and the Manor building in the basement in the hallway outside of the office areas currently housing Human Resources but specifically excluding the Human Resources dedicated bulletin board. The Unit Members and the University shall monitor

the bulletin boards and either may, and as necessary, shall promptly remove inappropriate or outdated material posted.

ARTICLE 7 - UNION SECURITY AND DUES DEDUCTION

Section 1. It shall be a condition of employment that each Unit Member who is a member In Good Standing of the Union as of the Effective Date of this Agreement shall remain a member in Good Standing of the Union; and that on or before the thirtieth (30th) calendar day after the Effective Date each Unit Member employed to teach within the scope of the unit recognized in Article 1 of this Agreement must become a member of the Union and thereafter remain In Good Standing with the Union. "In Good Standing with the Union," for the purposes of this Agreement, means having a record with the Union of making timely payment of a standard initiation fee and standard monthly Union membership dues.

Section 2. It shall also be a condition of employment that all Unit Members covered by this Agreement who are hired on or after the Effective Date shall, on or before the thirtieth (30th) calendar day following the beginning of such employment become a member in Good Standing of the Union.

Section 3. It shall not be a condition of employment to remain in good standing with the Union for a Unit Member who is in any of the following circumstances or conditions:

1. being a member of a federal or state judiciary;
2. holding elected or appointed government office or position;
3. being in a pay status that is not directly with the University but having the provision of services instead be procured by the University through a contractual arrangement between the University and the Unit Member's primary employer;
4. being in emeritus status;
5. being appointed to teach a portion of a course for which the individual is not the instructor of record; or
6. affirming through a written statement confirmed by the Union, that: they or their firm provides representation to clients in their relationship with the Service Employees International Union and that the Member reasonably believes financial support of the Union will have a material adverse impact on that client relationship, because of an actual, potential, or perceived conflict of interest.

Section 4. The Union shall inform each Unit Member, in writing, upon his or her initially becoming a Union Member, of the Member Benefits available to them and the provisions of Sections 1, 2, and 3, above, and of the applicability of this Agreement to his or her employment.

Section 5. The Union may request that a Unit Member who is not in good standing with the Union not be reappointed to teach in a succeeding term under this Agreement. The University shall comply with such request of the Union provided that the following conditions are met: i) The Union gives actual notice to the Unit Member and a reasonable opportunity to cure his or her failure to be In Good Standing with the Union, which opportunity shall be afforded for at least

thirty calendar days; and ii) due notice and substantiation provided in writing to the University that such Unit Member has been given such notice and the opportunity and failed to cure. The Union shall indemnify and hold harmless the University from any and all claims of an employee who is not reappointed at the request of the Union made pursuant to this Article. In addition, the Union agrees that such non-reappointment occasioned by its request in this Section may not be the basis of a Grievance under this Agreement, nor may such non-reappointment be the subject of a claim by the Union for violation of this Agreement in any other forum.

Section 6. The Union shall be entitled to have payroll deductions for dues made from the payroll checks of any Unit Member who authorizes such deductions to be made. Each payday, the University shall deduct from the Unit Member's wages a sum of dues owed the Union and authorized by the Unit Member in accordance with state and federal law, provided the Union provides the University with the Unit Member's authorization to do so in written or electronic form in accordance with law. The Union will provide the University a suitable form for the authorization of this payroll deduction. The University shall include that form in the initial employment packet given to a new Unit Member. The University further agrees to deduct voluntary contributions made by employees to the SEIU Local 284 Committee on Political Education (COPE) and to remit said contributions to the Union at the same time union dues are remitted. Said contributions are strictly voluntary and can be in any amount as determined by the employee.

Section 7. It is the individual responsibility of each Unit Member to ensure that every payment he or she is required to make to the Union is made on a timely basis, either directly or by means of the deduction procedure set forth in this Article. A Unit Member may voluntarily elect to have Union dues deducted from their checks and sent to the Union by completing and submitting to the University an appropriate authorization for such deductions. A member's authorization shall be written or electronic in accordance with law and University policy and practice.

The Union shall be solely responsible for obtaining a deduction authorization from existing Unit Members and submitting such deductions to the University's Human Resources Department. However, the University shall cooperate with the Union in seeking compliance with this provision by notifying Unit Members at their time of hire of the existence of this agreement and by providing them with union membership and pay deduction materials supplied by the Union. Materials voluntarily completed by the Unit Member and returned to the University shall be promptly remitted to the Union.

Section 8. It is agreed that the University shall assume no financial or other obligation arising out of the provisions of this Article. The Union hereby agrees that it shall indemnify, defend, and otherwise hold the University harmless against any and all claims, demands, actions or proceedings by a Unit Member arising out of or by reason of action the University takes pursuant to this Article.

Section 9. On or about the 15th of the month following the deductions, monies so deducted by the University in accordance with this Article shall be transmitted by mail or electronically to the Union; provided the Union has submitted sufficient instructions to the University as to the amounts to be deducted and the logistics of transmission to the Union.

Section 10. A Unit Member shall be free to revoke his/her dues check-off authorization at any time by notifying the Union in writing. Such deductions shall continue until instruction to cease payroll deductions is given in writing by the Unit Member to the Union who will inform the

University. Following receipt of any deduction revocation, the Union shall notify the Director of Human Resources of the University within five (5) business days, in electronic form, of the revocation.

Section 11. The Union may report missing or incorrect deductions as they become known. In the event that a payroll deduction for a Unit Member is processed incorrectly, the University will correct the error in the pay period following its being informed of the error by either the Unit Member or the Union. The University shall make payroll deduction in the order required by law and as provided in this Agreement. Tax withholdings shall be the first withholding priority, legally-required garnishments shall have the next categorical priority, and after that Union required payment deductions shall be made.

If deductions have been withheld where they are not owed, the Union shall promptly refund to the Unit Member any dues found to have been over-deducted and transmitted to the Union and provide a copy of such refund to the University.

ARTICLE 8 – BARGAINING UNIT INFORMATION

Section 1. The University shall provide to the Bargaining Unit Union Representative a preliminary list of all Unit Members covered by this Agreement no less than 4 weeks prior to the first day of each term (inclusive of J Term and Summer Term).

Section 2. This list shall include the following information: name, home address, home/personal email if available, phone number, employee ID number, course title to be taught by the Unit Member during the term, including , the date the course begins and ends, the department(s) in which the course is offered, number of credits offered for the course, and salary for the course.

Section 3. The University shall provide a finalized version of the list described in 2, above, along with the total course enrollment for each course on that list, following the closure of the add/drop period for each term.

Section 4. All lists will be provided in an electronic format.

ARTICLE 9 - HEALTH AND SAFETY

Section 1. The University and the Union are committed to providing a safe working environment for Unit Members consistent with applicable laws and regulations. Unit Members must cooperate in efforts to comply with all such laws and regulations.

Section 2. The University will use its best efforts and judgment regarding informing Unit Members of information of which it becomes aware that a student/s in a course assigned to that Unit Member poses a threat to the health or safety of the Unit Member or students in the class. Unit Members will use their best efforts and judgment to inform Safety and Security, the Dean of Students' Office or the applicable Academic Dean's Office about any incident or other information involving a student that may suggest the student could be significantly disruptive or pose a threat to the health or safety of others.

ARTICLE 10 - PERSONNEL RECORD

Section 1. A Unit Member may review his/her Personnel Record by appointment with, and in the presence of, the Director of Human Resources of the University once every six months or as otherwise provided for by law. Upon his/her written request the Unit Member will be given a copy of such Record.

Section 2. A Designated Representative may be present at the review and, upon request and with consent of the Unit Member, examine the documents.

Section 3. Neither the Unit Member nor the Designated Representative may remove any documents or items from the Personnel Record. Only the Unit Member shall be entitled to a copy of the Personnel Record.

ARTICLE 11 - PAYDAY

Section 1. A Unit Member shall be paid on a timely basis through direct deposit, unless the Unit Member makes a written objection to such payment method to the University's HR Department, in accordance with the University's normal business practice, provided the Unit Member has submitted to the University, in a timely fashion, all documentation and information necessary and sufficient for the processing of said payment.

Section 2. Unit Members shall receive or have access to an itemized pay stub, in paper or electronic form at the University's discretion. Payday schedules shall be set for Unit Members, as for all University employees, at the discretion of the University.

ARTICLE 12 – EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

Section 1. The Union shares the University's commitment to equal opportunity and its diversity initiatives, which aim to create a safe, welcoming, and inclusive environment for all—students, faculty, and staff. The University maintains its commitment to affirmative action and a community that is truly integrated, diverse, and inclusive.

Section 2. The Union acknowledges that like other University employees, Unit Members covered by this Agreement are subject to applicable laws and University policies prohibiting protected class discrimination and harassment, sexual misconduct, retaliation and other conduct as specified at www.hamline.edu/policies.

Section 3. Neither the University nor the Union shall discriminate against any Unit Member on the basis of Union membership status or Union activity.

ARTICLE 13 - DISCIPLINE AND DISCHARGE

Section 1. Excellence in Teaching. It is in the best interests of the University and the Union to avoid the disciplinary process and promote a timely resolution of issues that may arise in the classroom.

Section 2. Corrective Action and Discipline. The Union acknowledges that the University shall have the right under this Agreement to take disciplinary or corrective action including but

not limited to oral or written counseling, oral or written warning and/or reprimand, unpaid suspension, and discharge, but only where the University has just cause for such action. The University shall generally follow the principles of progressive discipline. "Just cause" shall mean that there is a reasonable basis for the employer's action, which basis is supported by credible evidence, and which basis is not arbitrary or capricious, in light of all the circumstances. Among other things, just cause for discharge or, in the University's discretion lesser discipline, exists upon establishment by a preponderance of the evidence of professional incompetence or misconduct, or serious personal misconduct. Examples include but are not limited to:

1. Continued neglect of contractual duties in spite of oral or written warnings;
2. Deliberate and serious violation of the rights and freedom of fellow faculty members, administrators, or students;
3. Commission of a crime directly related to the Unit Member's fitness to teach or otherwise practice their profession;
4. Failure to follow the professional ethics of one's discipline;
5. Falsification of credentials and experience;
6. Engaging in harassment, discrimination or sexual misconduct.

A Unit Member may grieve such action, suspension, or discharge through the provisions of Article 14 (Grievance and Arbitration) in accordance with the just cause standard set forth here and the process set forth in that Article.

Section 3. Witness to Disciplinary Meeting. If the University calls a meeting with a Unit Member that the Member reasonably believes could lead to his or her being disciplined or discharged, the Unit Member shall have the right to request the attendance of a witness at such meeting. The University will honor such request in accordance with the National Labor Relations Act. The designated witness may, but need not, be a representative designated for such purpose by the Union. The Union and the University agree that the Member's choice of witness shall generally be honored to the extent reasonably feasible under the circumstances, but that the Member may be required to select a different witness than the one originally designated where the original choice would cause unreasonable delay in holding the meeting.

ARTICLE 14 - GRIEVANCE AND ARBITRATION

Section 1. A grievance within the meaning of this Agreement ("Grievance") shall be any dispute concerning the interpretation or application of this Agreement; except a Grievance shall not be understood to include a dispute related to enforcement of the No Strike/No Lockout provisions in Article 3. This procedure shall be the sole and exclusive means for enforcing the terms of this Agreement, except that no dispute over the No Strike/No lockout provisions in Article 3 shall be subject to this Grievance Procedure. Notwithstanding the availability of the formal procedures of this Article, it is agreed an informal resolution of any dispute is desirable. The parties

agree that such informal resolutions shall occur, if possible, by direct discussion between the Union and the University.

Section 2. To be eligible for processing under the Grievance and Arbitration Procedure in this Article, a Grievance must be presented in writing to the appropriate University designee as set forth below not later than twenty (20) working days after the facts allegedly giving rise to the Grievance occurred, or of the date on which the Grievant, the Union or the Unit Member first knew, or should have reasonably known -- whichever is earliest -- of such occurrence. The Grievance must be reduced to writing and must specify the nature of the Grievance, the provision(s) of this Agreement at issue, all known witnesses and documents that may be used to support the Grievance, and the relief requested.

Section 3. Reference to days as time periods in this Grievance and Arbitration Procedure shall be to working days. A working day is defined as all week days (Monday - Friday) not designated as holidays by state law. In computing any period of time prescribed or allowed by procedures herein, the date of the act or event for which the designated period of time begins to run shall not be deemed included. The last day of the period so computed shall be counted, unless it is a legal holiday (as recognized by state law), in which event the period runs until the end of the next day which is not a legal holiday.

Section 4. Time is of the essence in the application and interpretation of this Grievance Procedure. No Party has a duty to waive these time limits under any circumstances; and no time limit herein shall be deemed waived except upon the mutual written consent of the Union and appropriate University designee. No arbitrator shall have the authority to hear or decide any Grievance for which any applicable time limit has not been met, unless such written mutual agreement is in evidence.

Section 5. The filing or service of any notice or document in this Grievance Procedure shall be timely and proper if it is personally served on the designated representative(s) by the Grievant or if it bears a certified postmark of the United States Postal Service within the applicable time period and is addressed to the University's Director of Human Resources and relevant University administrator with a copy to its General Counsel. The service date of the Grievance shall be the date of receipt by the director of Human Resources. Failure to meet within the prescribed time period at any level or failure by the University to provide a written response to the grievance at any level shall be considered a denial of the grievance at said level and the Union may appeal the grievance to the next level.

Section 6. The following sets forth the procedural steps and requirements for processing a Grievance under this Agreement.

Step 1.

- A. To initiate a Grievance against the University, a Unit Member affected ("Grievant") or the Union (either of which may be a "Grievant Party") shall file a Step 1 Grievance with the Director of Human Resources and relevant Administrative Head or Department Chair within the time described in Section 2, above.

B. If the Grievance is timely and properly filed, the Administrative Head or Department Chair, or a designee of one of them, shall conduct a meeting within ten (10) days of such filing with the Union and the Grievant(s) for the purpose of attempting to resolve the Grievance. If the Grievance is not resolved satisfactorily within ten (10) days after such filing or service, whichever is later, the Grievance may proceed to Step 2 by following the procedure set forth for Step 2 Grievances immediately below.

Step 2. If a Grievance is not resolved in Step 1, the Union may appeal the Grievance to Step 2 by filing a Step 2 Grievance within twenty (20) days of the filing or service of the grievance at Step 1, whichever is later. A Step 2 Grievance must be personally served upon or filed with University's Director of Human Resources and Dean of the School in which the Unit Member is teaching with a copy to its General Counsel; and if no Step 2 Grievance is filed within such time period the Grievance shall be deemed withdrawn. If the Step 2 Grievance is timely and properly filed, representatives of the Grievant Parties selected by them shall conduct a Step 2 meeting within fourteen (14) days of its filing or service for the purpose of attempting to resolve the Grievance. If the Grievance is not resolved at this Step 2 meeting, the University may respond to the Grievant Party in writing within fourteen (14) days of the Step 2 meeting. Whether or not such a written response is provided, within fourteen (14) days from the Step 2 meeting an unresolved Grievance may proceed to Step 3 in accordance with the provisions for a Step 3 Grievance set forth immediately below.

Step 3.

- A. For a Step 3 Grievance, within fourteen (14) days of the Step 2 meeting or fourteen (14) days from the presentation of the written Step 2 Grievance response, whichever is later, the Grievant Party wishing to process the Grievance further than Step 2 shall personally or via certified mail serve the Step 3 Grievance upon, or file it with, the University's Provost and its Human Resources Office with a copy to its General Counsel.
- B. A Step 3 Grievance not presented within the time limits set forth in this Step 3 section shall not be subject to further processing under this Agreement, either at Step 3 or otherwise.
- C. If a Step 3 Grievance is timely and properly filed or served, a Step 3 meeting shall be held (including at least one representative of the Union and one of the University who did not participate in any Step 2 meeting) for the purpose of attempting to resolve the Grievance. Such Step 3 meeting must be held within fourteen (14) days of the filing of the Step 3 Grievance. If the Grievance is not resolved at this Step 3 meeting, the Provost or his/her designee may respond to the Union in writing within fourteen (14) days of the meeting.

Step 4. Whether or not a written Step 3 response is provided, within fourteen (14) days from the Step 3 meeting an unresolved Grievance may proceed to Step 4 in accordance with the provisions for a Step 4 Grievance set forth in this Subsection.

- A. A Grievance not resolved at Step 3 may be appealed to arbitration by the Union by giving notice to the University's Provost and Director of Human Resources with a copy to its General Counsel. To be timely, such appeal to arbitration must be personally served or filed via certified mail within fourteen (14) days of the Step 3 meeting.
- B. Any issue not explicitly identified in the written Grievance(s) at Step 1, 2, and/or 3 (as applicable) shall not be submitted to the arbitrator for decision, and may not be decided by the arbitrator.
- C. The arbitrator shall have no authority to add to, subtract from, or modify this Agreement. The arbitrator shall confine any decision solely to the application or interpretation of the express terms of the Agreement for which there is an objective basis.
- D. In Grievances involving the discipline or discharge of a Unit Member, the arbitrator's jurisdiction and authority shall be deciding whether the Unit Member engaged in conduct reasonably warranting discipline and whether the University imposed discipline consistent with the principles of just cause and, if not, what the appropriate remedy is, but in no case shall the arbitrator have the authority to grant a remedy that includes an appointment or re appointment of any duration and any financial remedies may not exceed the amount of compensation for the Term of the appointment under which the Grievance was filed.
- E. The decision of the arbitrator shall be final and binding on the grievant(s), the Union and the University.
- F. The fees and expenses of the arbitrator and the cost of any hearing transcript shall be borne equally by the Union and the University. The Union and the University shall each bear their own costs of presenting their case to the arbitrator.
- G. All parties will make a reasonable effort to schedule arbitration outside of class time. If a Unit Member must miss a class because he/she is required to attend an arbitration on a matter on which he or she has filed a Grievance, there will be no loss of compensation from the University for that Unit Member. The Unit Member shall be responsible for scheduling a make-up class or arranging, sufficiently in advance of the schedule class, for a suitable replacement to teach the class who is acceptable to the Administrative Head or Department Chair. Such replacement approval shall not be unreasonably denied.
- H. All time limits herein may be extended only by mutual agreement between the Union and the University expressed in writing, but neither party is obligated to do so. Unless the parties have agreed in writing to a specific extension of time, any Grievance or demand for arbitration which is not properly filed at each succeeding step within the time limits contained herein shall be deemed waived and there shall be no further processing of

the Grievance nor any arbitration thereon, and no arbitrator shall have authority to hear or decide such untimely or improper Grievance.

- I. Any settlement, withdrawal or disposition of a Grievance shall not constitute a binding precedent for the settlement or disposition of any other Grievance unless the parties explicitly agree in writing to the contrary.
- J. Arbitrator Selection. Within 10 days of notifying the University of its demand for arbitration under this Step 4, the Union shall send a request to Federal Mediation & Conciliation Service (FMCS) for a list of arbitrators. Each party shall have the right to unilaterally reject one list of arbitrators received and to request a different list from FMCS. The arbitrator shall be selected from the final list by alternately striking names until only one name remains and will be the hearing arbitrator. The party striking first shall be determined by flip of a coin.
- K. The arbitrator shall not consider allegations or issues that are not filed and processed in a proper and timely manner as prescribed in this Article.
- L. The Union and the University may be advised or represented by counselor staff of their choice during any stage of Grievance proceedings. Advice or representation by an attorney or staff person at any Step or arbitration shall not be the basis of disqualifying such attorney or staff person at any other stage or for any other litigation. Any conflict of interest that might be raised upon the basis of such advice or representation is expressly waived with respect to all other stages of the process and any other litigation.
- M. The arbitrator shall have the authority to decide whether an agreement to arbitrate a purported Grievance exists and all matters pertaining to the arbitrability of a purported Grievance arising from a dispute between the parties to this Agreement.
- N. The arbitration award shall be rendered by reasoned decision issued in writing and shall be final and binding on the parties.

ARTICLE 15 - APPOINTMENT OF COURSES

Section 1. Appointment and Re-Appointment: Appointments to teach a course as a Unit Member may be made only by the Dean of the college or school offering the course. Appointments shall be made by written notification from the University. The listing of a course in the schedule of classes does not constitute an appointment. The University may discuss with Unit Members and prior Unit Members the opportunity to apply for appointments after courses are decided upon. In addition, for the following courses: E (expository writing), W (writing) and O (oral) affected Unit Members will be given the opportunity to participate in a discussion (including an email discussion) with the Dean or designee regarding any increase in enrollment caps that occur after the Unit Member accepts such appointment.

Section 2. Appointments Given and Acceptance Dates: Appointments may be made for a Term, part of an academic, calendar or fiscal year, a full academic, calendar or fiscal year, or, in

special circumstances, a longer period, all such periods at the University's discretion. The University shall formally notify the Unit Member of any course appointment(s) in writing no later than June 1 for the Fall Term and December 1 for the Spring Term. Nothing in this Article shall preclude Unit Members and prior Unit Members from being offered additional courses after these dates. Notification of appointment(s) shall be done by US Mail or, if a University E-mail address or other University notification system is available for the Unit Member, notification shall be via that method.

A Unit Member who is provided notice of course appointment(s) shall notify the Dean of the acceptance of the appointment(s) within two (2) weeks of receiving the notice of appointment provided that the requirement for a response within two (2) weeks of receiving said notice is stated within the notice itself. If the Unit Member fails to respond within two (2) weeks of receiving notice of the assignment, unless some other time period is agreed upon, in writing, between the Dean and the Unit Member, the Unit Member shall be deemed to have declined the appointment. Appointment letters shall identify the Unit Member's compensation, and if applicable, the factors upon which compensation is based consistent with this Agreement. Should a Unit Member believe that their compensation rates are in error, they shall report their concern to the University's Director of Human Resources immediately. The Unit Member must, however, return the signed copy of the appointment letter within the two-week timeframe, and despite the error, doing so will not forfeit any right to correct such error.

A Unit Member teaching at the University in or beyond his/her second academic year may provide input to the applicable Administrative Head or Department Chair on what courses s/he would like to teach and in doing so shall also indicate his/her availability for teaching as to days of the week and times of the day. In such communications, the Unit Member may discuss their qualifications to teach courses offered by the department. Such input or communications do not obligate the University in any respect.

Section 3. Appointments and Course Listings: Unit Members may be notified of their appointments as soon as practicable; such notification may include a preliminary and conditional notification to Unit Members and prior Unit Members after Dean approval but in advance of the appointment letter so that their names may appear tentatively in the course listings. Unit Members may be granted access to other University systems such as email, consistent with Article 18 of this Agreement, in advance of the appointment letter, subject to the Dean's discretion.

Section 4. Appointment for Courses Suggested by Unit Members: Unit Members who have taught at the University at least one (1) course in two (2) consecutive academic years may propose new courses to be taught at the University by making a written proposal to the Dean of the relevant School setting out the design of and syllabus for the course. If the Department or equivalent academic unit offers the course as designed by the Unit Member, the Unit Member will be: i) given the right of first refusal to teach the course the first time that it is offered; or ii) paid a minimum course development fee of \$1,000, at the University's discretion. Should the University offer the Unit Member the appointment to teach the course the first time it is offered and the Unit Member not be available to teach said course, the Unit Member shall receive the \$1,000 course development fee. The University may request that a Unit Member develop a new course. In such cases, the Unit Member will be given the right of first refusal to teach that course the first time it is offered or, in the alternative, will be paid the course development fee as set forth in this subsection, above. Nothing shall preclude the University from having others, including, but not limited to, full-time faculty, part-time faculty, or other persons, teach the course subject to the provisions of this Article.

Section 5. Course Cancellation Fee. For any Unit Member who has received and accepted an appointment to teach a four credit course under this Agreement and if the appointment is subsequently cancelled by the University with less than a 30 days' notice before the first day of the Term for which the appointment was made, the University shall compensate the Unit Member \$500 as a cancellation fee (and if the cancelled course is being taught by 2 or more Unit Members, the \$500 cancellation fee shall be divided equally among the Unit Members appointed for that shared course) based on the same prorated basis as their salary per the appointment letter: provided that if the University offers the Unit Member another teaching appointment during that Term, and it is accepted, no cancellation fee shall be payable to the Unit Member. Unit Members teaching music courses with enrollment affected by private lesson auditions and/or first week proficiency placements may agree to waive the cancellation fee so that the course remains open until auditions are completed and class enrollments have been determined. If the University elects to cancel the class even though the minimum enrollment has been met, the course cancellation fee shall be paid. Consistent with the Memorandum of Understanding signed _____, affected Unit Members shall receive a written notice from the University one week before the start of the Term to set forth the specific terms of continuing the class with lower enrollment and whether such Unit Member wishes to waive the cancellation fee.

Section 6. Academic Curriculum Oversight: The University has the right to exercise sole discretion over all matters related to the academic curriculum of the University, circumscribed only by the principles of academic freedom. Therefore nothing in this Agreement shall prevent the University from modifying the title, description, or content of the course that a Unit Member has been appointed to teach. Unit Members will be notified of changes in course title, description or content of the course to which they have been appointed. Such notification will be made no later than four (4) weeks prior to the first day of the Term for appointments made by June 1 for the Fall Term and December 1 for the Spring Term. For appointments offered at a later date, such notification will be made as soon as reasonably possible.

Section 7. General Teaching Duties and Expectations: Unit Members are required to perform their assigned academic duties well, to maintain high standards of professional ethics, and are encouraged to participate in University or Department-wide training related to the employment relationship.

Teaching shall be guided by the course description and syllabus, requirements of effective teaching, adherence to academic and professional standards, encouragement of the spirit of inquiry among students, and other considerations made by the University in accordance with its inherent authority and/or as set forth in Article 4, Management and Academic Rights. Unit Members shall prepare for their classes and conduct them in an appropriately professional manner; and shall be available to students for course consultation through posted office hours and email communication. Unit Members shall meet classes on time, normally hold classes for the full scheduled period except in the event of an emergency or unless approved by the Administrative Head, Department Chair or equivalent academic unit administrator, and shall evaluate academic performance fairly, reasonably and in a timely fashion. Unit Members shall follow all University guidelines and directives including but not limited to those regarding the submission of syllabi and grades (including mid-term and final grades) and providing prompt feedback on student examinations and other coursework. Unit Members should discuss teaching expectations and related concerns with the Administrative Head, Department Chair or equivalent teaching unit administrator.

Where a Unit Member's course enrolls a student(s) with a documented disability for which accommodations may be required, the Unit Member will work with the University Office of Disability Services to provide approved accommodations.

Unit Members shall report promptly to their Dean, Administrative Head, Department Chair, or equivalent teaching unit academic administrator on matters that require potential academic or non-academic disciplinary action against or with respect to students under applicable University policies and procedures relating to academic integrity, grade appeals and codes of conduct. Unit Members shall participate or cooperate, as appropriate, in any resulting disciplinary or other proceedings in accordance with those policies and procedures.

ARTICLE 16 - EVALUATIONS

Section 1. The intent of evaluation is to support excellence in teaching and adherence to academic and professional standards, and to assess the overall employment performance of a Unit Member.

Section 2. Student Course Evaluations (SCE) will be conducted for each regular term course or laboratory section taught by the Unit Member, in accordance with University policy. Student evaluations will be made available to the Unit Member at the end of the semester once all grades are submitted. Unit Members shall cooperate with the appropriate academic administrators to facilitate the student course evaluation process. The Unit Member may, if he/she chooses, submit a written reflection on the student course evaluations. Student course evaluations shall not be used as the sole basis to evaluate a Unit Member's teaching performance.

Section 3. The University shall evaluate the teaching effectiveness of Unit Members following guidelines and criteria established in each academic unit.

All Unit Members shall receive a formal evaluation of their teaching at least once every three (3) academic years in which the Member has held a teaching appointment. The teaching evaluation shall assess teaching effectiveness based on a number of factors, including a review of student course evaluations, course syllabi, course materials, and assessment methods. The Dean/Department Chair/Program Director, or designee (hereinafter referred to as the Evaluator) may also consider additional assessment areas, such as but not limited to: demonstration of effective teaching methods, adherence to academic and professional standards, and encouragement of the spirit of inquiry among students. Evaluations in courses using special teaching methodologies, such as distance learning courses, may encompass the factors listed above, and others as appropriate, to the extent practicable. As with all other teaching evaluations such evaluations, including the guidelines and criteria for conducting them, are in the sole discretion of the University. The Evaluator will discuss the evaluation with the Unit Member, upon request of the Member or the Evaluator. A written copy of the evaluation will be placed in the Unit Member's personnel file.

Section 4. Classroom observation(s) undertaken for purposes of this evaluation may occur at any time provided the instructor is given reasonable notice. Classroom observation(s) shall be conducted during a period in which instruction is taking place, and for a reasonable duration as may be necessary in the University's discretion to observe a Unit Member's teaching skills and methodologies.

Some of the ways in which such effective teaching may be demonstrated include combinations of the following factors: obtaining satisfactory qualitative and quantitative SCE results; thoughtful course design and organization; attention to university and programmatic learning outcomes; student engagement and achievement within (and, where observable, beyond) the classroom; providing timely feedback to students; adherence to evaluation procedures that accurately reflect student accomplishments; and other factors directly observed by the Evaluator or otherwise evident in the teaching record under review. The Unit Member shall provide the Evaluator course syllabi for the course in which the Teaching Evaluation is to take place, no later than one week after such request from the Evaluator or two weeks before the classroom observation date, whichever is later.

A Unit Member may submit in writing to the Dean of the appropriate academic unit a request for a teaching evaluation. Requests for such evaluations shall be made by no later than the fourth week of classes in the Fall and Spring Terms and no later than the first week of classes for J-Term and Summer Term. If the University agrees to conduct the requested evaluation, reasonable efforts shall be made to conduct the evaluation in the Term requested or the next appointment Term, if necessary.

The Unit Member may provide other material deemed relevant to the Course Evaluation, and the Evaluator may request such material. Such material should be submitted to the Evaluator no later than two weeks following the date of the classroom observation. Such material may include documentation or artifacts that might demonstrate the effectiveness of the Unit Member's teaching.

The University has and retains the right to observe Unit Member teaching performance at any time and to otherwise evaluate the Unit Member's performance. The Unit Member shall ordinarily have advance notice of such action but may not, if in the University's judgment, circumstances do not warrant advanced notice.

ARTICLE 17 - PROFESSIONAL DEVELOPMENT

Preamble: Notice of University provided training opportunities shall be delivered to Unit Members and the Union consistent with the announcement of such opportunities to other University employees. All Unit Members and Eligible Individuals, as defined in Section 1 below, may attend such trainings.

Section 1. The University shall create a Professional Development Fund through which an eligible adjunct (hereinafter an "Eligible Individual") may apply for reimbursement for professional development opportunities or resources related to excellence in teaching not provided by the University. For purposes of this Article 17, an "Eligible Individual" must have taught for the University under appointment under this Agreement for two years prior to the beginning of the fiscal year for which funds are sought and either: (i) be currently teaching a course under an appointment under this Agreement, or (ii) have taught such a course in the twelve months prior to the opening date established for requesting a professional development opportunity.

Section 2. The University shall provide the Union information regarding Professional Development funds available to Unit Members. Such communications shall include information regarding the criteria for and application process associated with applying for such funds. The Union may then share such information with its members by any means of its choosing.

Section 3. The University shall contribute up to fifteen thousand dollars (\$15,000.00) each fiscal year to such a fund.

Section 4. In order to receive funding, an Eligible Individual shall submit a request in writing to the Dean of the college or school, identifying the professional development opportunity or resource and the requested amount for the same and describe how the opportunity or resource will enhance their teaching of courses at the University. Funds will be awarded twice a year on or about May 15th for the following fiscal year ("Spring Award") and November 15th for the concurrent fiscal year ("Fall Award"). Applications for the Spring Award cycle shall begin April 1st and for the Fall Award cycle on October 1st. Applications made by May 1 and November 1 in each cycle shall be eligible for funds available in that cycle, provided nothing shall prevent the University from awarding cycle funds before such date should an applicant's professional development opportunity deadline be before May 1 or November 1, as applicable. Regardless of when an approval is communicated, reimbursement will be paid consistent with University policies and practices.

No more than ten thousand dollars (\$10,000) shall be awarded as part of the Spring Award; and all of the funds remaining to be awarded for the fiscal year following the Spring Award shall then be available and may potentially be awarded as part of the Fall Award. Funds are drawn on the account in the fiscal year during which the professional development opportunity actually occurs. Funds not used in one fiscal year do not carry over to any other fiscal year.

At least thirty (30) days prior to the opening of applications, notice of the application opportunity shall be provided to the Union for posting on its webpage and/or sharing with members in other ways. The granting of Professional Development funds to individual Unit Members shall be at the discretion of the Dean of the college or school. Eligible Individuals awarded Professional Development funds shall be notified of their award and amount via their email account used to apply for the award.. The names of all Unit Members receiving the funds and amount awarded shall be provided to the Union on or about May 30 and November 30 in each cycle of awards. An Eligible Individual may be approved to receive up to six hundred dollars (\$600.00) in a fiscal year. All such funds must be expended by the individual Eligible Individual by the end of the fiscal year for which they were granted. Reimbursement will in all cases be contingent on the Eligible Individual providing original receipts for expenses incurred and following the University's reimbursement policy. In the event that such a request is denied, and solely in circumstances where the professional development funds set aside for the fiscal year in accordance with this Article have not been exhausted following the occurrence of both the Spring and Fall Awards for the fiscal year, the Eligible Individual Unit Member whose request is denied may seek review of the denial by submitting an appeal to the Dean. . The University through the Dean or his or her designee shall have sole discretion with respect to approval of professional development fund awards and such decision shall not be subject to the Grievance/Arbitration procedure of this Agreement.

ARTICLE 18 - ACCESS TO SERVICES – DEPARTMENTAL SUPPORT

Section 1. Unit Members who have not previously worked for the University shall be invited to participate in an orientation, which shall be offered at the beginning of each Fall Term and Spring Term. Participation of the Unit Member in the orientation shall be voluntary.

Section 2. Through such orientation, departmental mission statements, faculty guidelines or other relevant documents related to policy or pedagogy, to the extent they exist, shall be made available to the participating Unit Member.

Section 3. If a Unit Member is authorized in advance by the department chair or equivalent academic administrator in writing to purchase supplies, materials and/or software for a course he/she is scheduled to teach, the Unit Member will be promptly reimbursed upon submission of documentation of the expense, including original copies of all receipts, in accordance with the usual practices of the University in regard to such reimbursement.

Section 4. All proposed course-related field trips must be approved in advance by the department chair or equivalent academic administrator and, if approved, the Unit Members initiating or leading such field trips must abide by applicable guidelines and policies relating to such trips. If a Unit Member receives written authorization to cover direct costs associated with the approved field trip, he/she will be promptly reimbursed upon submission of documentation of the expenses, including original copies of all receipts, in accordance with the usual practices of the University in regard to such reimbursement.

Section 5. Unit Member shall be provided access to, although not on a basis allowing for dedicated individual access, an identified computer with Internet access on campus, printer, photocopier, and the technical and clerical/administrative support reasonably necessary in order to prepare for and conduct classes, reasonably serve student needs and protect student confidentiality. Unit Members who teach after 5p.m. and/or on weekends will be provided access to office facilities (although not necessarily an individual or dedicated space), in addition to the items above in this Section 5.

Section 6. To the extent possible and requested in writing to a department chair or equivalent academic administrator, a Unit Member shall be provided an individual mailbox to receive hard copies of student papers and mail that is related to their respective individual teaching assignments during the Term of his or her active assignment.

Section 7. Each Unit Member shall be provided access to a University email account and Canvas or the University's then-current enterprise learning management system ("LMS"). Unit Members shall have their email and LMS access stay available for the duration of their appointment plus an additional 90 calendar days from the end of the most recent Term in which the Unit Member had an active teaching assignment. The Unit Member shall not lose access between consecutive Terms in which the Unit Member has teaching assignments that have been offered and accepted and not rescinded. At the start of their appointment, Unit Members shall be notified of their eligibility to apply in writing (or by email) to the relevant academic Dean for an extension of their University email account, which application shall not be unreasonably denied for a maximum of an additional 365 days for reasons related to serving the needs of University students. Unit Members who do not opt in for such continued access shall have their email access terminate 90 calendar days from the end of the most recent Term in which the Unit Member had

an active teaching assignment. Each Unit Member shall be provided free access to the internet in accordance with Section 5 for the duration of the appointment; and will not lose such access between Terms in which the Unit Member has teaching assignments that have been offered and accepted and not rescinded. When communicating with students or the University, each Unit Member shall exclusively use the University email system and is expected to monitor the account regularly to receive and respond to student and University communications.

Section 8. Each Unit Member shall have full access to library services during the term of his or her active assignment; and shall not lose such access between consecutive Terms in which the Unit Member has teaching assignments that have been offered and accepted and not rescinded.

Section 9. Each Unit Member shall have access to University work space to prepare for class, meet and consult with students, including private space when reasonably feasible (although not necessarily an individual or dedicated space).

ARTICLE 19 – INCLUSION IN THE ACADEMIC COMMUNITY

Section 1. The parties recognize that Unit Members make valuable contributions to the University's academic community. The University is encouraged to invite, but not require, Unit Members to participate in the academic community in various ways, such as but not limited to:

1. Participating in University-wide events and activities;
2. Participating in School, department, or program level meetings, when invited;
3. Participating in public lectures and other public community academic activities.
4. Participating in opportunities to provide feedback on curricular issues relevant to courses they teach or have taught.

Section 2. Unit Members' participation in these types of meetings and activities will vary depending on the purpose of the meeting or activity. Schools, departments, and programs are encouraged to invite Unit Members to participate in meetings and activities when appropriate, but Schools, departments, and programs independently exercise discretion as to who will be invited to meetings and activities, and this Agreement shall not be interpreted to limit that discretion.

Section 3. A Unit Member shall not be entitled to any additional compensation as a result of participating in these types of meetings and activities, unless provided for in this Agreement or the members' participation is required by the University and the additional compensation is agreed to in writing between the Union and the University.

ARTICLE 20 - COMPENSATION

Section 1. Compensation Schedule: Unit Members shall be compensated at the minimum rates per academic year shown in the chart below for teaching undergraduate courses or labs for which the Unit Member is the instructor of record ("Base Compensation Rate"). The Base Compensation Rate covers all work involved with teaching an undergraduate course as described in Article 15 ("Appointments").

Base Compensation Rate (For Teaching Without Applicable Terminal Degree):

	AY 2018-19	2019-20	2020-21	2021-22
Per Credit hour Per Term for Undergraduate Course	\$1,221	\$1,242	\$1,264	\$1,302
Per Four Credit Undergraduate Course	\$4,884	\$4,968	\$5,056	\$5208
3 Hour (0 Credit) Lab – Per Term	\$3,256	\$3,312	\$3,371	\$3,472
2 Hour (0 Credit) Lab – Per Term	\$2,442	\$2,484	\$2,528	\$2,604

Unit Members that are offered a partial Term appointment for a course in the event another faculty member is not able to complete a teaching appointment shall be compensated prorated based on the appropriate above course compensation rates (e.g. 50% of the Term remains result in 50% of the appropriate course compensation rate paid). The above rates also apply to J-term and Summer Term.

At the Dean's discretion, J-Term and Summer Term courses with low enrollment may be offered. If such low enrollment courses are offered in J-Term and Summer Term, Unit Members who teach such low enrollment courses will be offered pro-rata course compensation consistent with University practices for compensating full-time faculty for such courses.

Unit Members who taught courses within the scope of the Recognition clause of this Agreement during the 2018-19 Academic Year whose base compensation rate was below the base compensation rate above for AY 2018-19 shall receive the equivalent of the new base compensation rates above for AY2018-19 by the University paying the difference (if any) between the base compensation rate they were paid and the new rate no later than 12/31/2019.

Section 2. Terminal Degree Compensation. Beginning with Academic Year 2019-2020, Unit Members shall receive an additional \$52.50 per credit hour above the Base Compensation Rate set forth above for teaching a course for which the Unit Member is the sole instructor of record and has the terminal degree for the discipline in which the course is taught.

Section 3. Team Instructor. When there is more than one instructor of record, the course compensation rate shall be divided pro rata according to percentage effort, as agreed to in advance by the instructors and the Dean.

Section 4. Additional Opportunities and Compensation. Additional opportunities may be offered to Unit Members subject to approval by the Dean and in the Dean's discretion. Any additional opportunities approved by the Dean are limited to independent studies, supervision of student research, or supervision of teaching assistants, and shall be compensated at the rate of \$100 per credit for any credit-bearing work with students.

Section 5. Compensation Above Base Rate. Notwithstanding anything else in this Article, "Compensation," no Unit Member or prior Unit Member who is teaching in the Bargaining Unit shall have any course fee rate for which they are contracted reduced as a result, or during the Term, of this Agreement. Effective AY 2019-20 Unit Members who have been compensated at a base compensation rate above \$4,968 but below \$5,125 will have their compensation raised to \$5,125.

Section 6. Length of Service Compensation. For purposes of this Section, "Length of Service Compensation," shall be defined as the total number of undergraduate credit hours that a

Unit Member has taught under this Agreement --- or, with respect to service before the Effective Date, undergraduate credit hours that the Unit Member has taught on its St. Paul campus. Any Unit Member who qualified for a Length of Service Compensation under the prior collective bargaining agreement, but does not qualify for the Length of Service Compensation under this Agreement, shall retain that prior Length of Service Compensation until that Unit Member has taught sufficient total undergraduate credit hours to qualify for a Length of Service Compensation under this Agreement. Beginning with Academic Year 2019-20, the Length of Service Compensation shall be:

1. **24 Credit Hours Length of Service Stipend** A Unit Member with 24 to 47 undergraduate credit hours shall receive a one hundred fifty dollar (\$150) stipend per four credit course taught under this Agreement in addition to the course compensation fee otherwise called for by this Agreement. Courses of less than four credits (other than labs) shall receive such stipend on a pro rata basis. For a three hour lab such Length of Service stipend shall be one hundred dollars (\$100) per lab taught per term. For a two hour lab such Length of Service stipend shall be seventy-five dollars (\$75) per lab taught per Term.
2. **48 Credit Hours Length of Service Stipend** A Unit Member with 48 or more undergraduate credit hours shall receive a two hundred twenty-five dollar (\$225) stipend per four credit course taught under this Agreement in addition to the course compensation fee otherwise called for by this Agreement. Courses of less than four credits (other than labs) shall receive such stipend on a pro rata basis. For a three hour lab such Length of Service stipend shall be one hundred fifty dollars (\$150) per lab taught per term. For a two hour lab such Length of Service stipend shall be one hundred and thirteen dollars (\$113) per lab taught per term.

ARTICLE 21 - BENEFITS

Section 1. Sick/Safe Time. It is understood that at times a Unit Member may be absent due to illness, injury or the death of a family member as defined by applicable local sick/safe ordinance. A Unit Member shall immediately notify the Dean of the need for an absence under this Section pursuant the applicable local sick/safe ordinance and the expected length of the absence. Should the absence result in the cancelation of two (2) class hours during the Term, the Unit Member has the discretion to determine how the missed material will be incorporated into remaining classes. Should the absence result in the cancelation of three (3) or more class hours during the Term, the Department Chair or Administrative Head in consultation with the Dean will determine how the Unit Member will make-up the hours within the Term for the third and any subsequent missed classes or how and by whom the class will be taught for the remainder of the Term. If a decision is made to replace the Unit Member with another instructor, the Unit Member shall receive pro-rated salary up through the day he/she is replaced (including pay for the 3+ classes hours that may be covered by applicable local sick/safe ordinance) and, for courses in the Fall and Spring Terms only, a \$350 payment if the Unit Member is replaced within the first seven weeks of the first day of classes for the course.

Section 2. Tuition Waiver. A Unit Member who is teaching at least one four credit course under this Agreement and who has taught at least one four credit undergraduate course for the University on its St. Paul campus in each of the previous three academic years shall be eligible for a ninety percent tuition discount (excluding any fees) applicable to one concurrently-scheduled

undergraduate course offered by the University on its St. Paul campus (excluding individual student instruction, online courses, and music lessons) for the Unit Member, for his or her spouse, and/or for his or her child who qualifies as a dependent child of the Unit Member under FAFSA criteria and provided such person in each case has applied and been accepted and remains in good standing as a student of the University. Enrollment and the associated tuition waiver shall be offered on a "stand by" enrollment basis, to be granted only when at the closing date of class registration the class has exceeded the class enrollment minimum (exclusive of the Unit Member, his or her spouse and dependent child) and has not reached the class enrollment maximum as established by the University Registrar. For any individual enrolling in a course to which this tuition waiver is applicable, if that individual is also receiving financial aid from any source the 90% tuition waiver shall be applied to the tuition remaining for the individual pro rata on a per credit basis. This section shall not be subject to the Grievance and Arbitration procedure of this Agreement.

Section 3. Athletic Facility Use. Unit Members who are teaching under an appointment subject to this Agreement and/or who qualify for Access to Services within Article 18 shall have and/or maintain access to use the University athletic facilities (gym, pool, weights/exercise room) when they are not in use for University-scheduled activities and events.

Section 4. Parking. It is understood that many Unit Members teach on several campuses and must at times move quickly from one teaching assignment to another. Unit Members are eligible for discounted parking permits at \$35.00 per Term or \$70.00 per year subject to the terms and conditions of the University's parking policy.

Section 5. Hamline Discounts. Unit Members who are teaching under an appointment subject to this Agreement and/or who qualify for Access to Services within Article 19 shall have and/or maintain access to the same discounts offered to full-time faculty from third-party vendors to the University on such things as clothing and memberships.

Section 6. Retirement Account. Unit Members are eligible to set up voluntary payroll deductions from their compensation solely for courses taught at the University under this Agreement; and beginning with their first pay date for such compensation, to be placed in a University administered voluntary contribution retirement account, provided that Unit Members are responsible for their own enrollment in the account and further provided that Unit Members must timely supply the University with information sufficient to permit such payroll administration to be reasonably and lawfully accomplished.

ARTICLE 22 - INTEGRATION AND ZIPPER

Section 1. Complete Agreement. This Agreement contains the entire understanding, undertaking, and agreement of the University and the Union, after exercise of all matters of collective bargaining, for the duration of the Agreement. Changes to this Agreement, whether by addition, waiver, deletion, amendment, or modification, may only be made by mutual agreement of the parties that is reduced to writing in advance and executed by both the University and the Union.

All agreements and understandings bargained for and arrived at by the parties are set forth in writing in this Agreement for the duration of this Agreement. Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of

employment are hereby superseded to the extent, and only to the extent, they clearly and directly conflict with the explicit provisions of this Agreement.

Section 2. Mutual Waivers of Right To Bargain During Term. During the negotiations resulting in this Agreement, the University and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the National Labor Relations Act imposes an obligation to bargain. The University and the Union each voluntarily and unqualifiedly waive the right to meet and negotiate regarding any terms or conditions of employment referred to or covered in this Agreement and regarding any term or condition of employment not specifically referred to or covered by this Agreement, whether or not any such term or condition was within the knowledge or contemplation of either or both of the parties at the time this Agreement was negotiated or executed.

ARTICLE 23 - MINIMUM STANDARDS

Section 1. This Agreement sets forth the minimum standards to be observed by the University and the Union with respect to terms and conditions of employment for Unit Members.

ARTICLE 24 - SAVINGS CLAUSE

Section 1. Should any provision of this Agreement be found to be invalid because of a conflict with applicable law, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect. The parties shall meet to negotiate a substitute provision that will be in conformity with the applicable law.

ARTICLE 25 - TERM OF AGREEMENT

Section 1. This Agreement shall be effective upon the first date on which both parties have executed this Agreement ("Effective Date") and shall remain in full force and effect from the Effective Date through August 31, 2022. In the period 90 to 60 days before expiration of this Agreement either party may give notice to terminate or modify it and bargain a new one; and in the absence of any such notice the Agreement shall continue in force thereafter from year to year unless and until such notice is given by one party or the other. Any such notice in any term of the Agreement must be given, if at all, in writing and by certified mail, return receipt requested, during the window between 90 and 60 days before the expiration of the then current term of the Agreement.

This Agreement may be reopened for bargaining during its term only upon the mutual agreement of the parties to do so expressed in writing; and there shall be no duty incumbent on either party to make such agreement under any circumstances unless such reopener is to bring this Agreement into compliance with laws.

Upon expiration of this Agreement the duty of the University to collect and remit union dues and fees under the Union Security provisions of this Agreement shall continue, but the University's duty to discharge Unit Members who are not in good standing with the Union shall cease.

AGREED TO:

HAMLINE UNIVERSITY

By: Fayneese Miller
Fayneese Miller

Its: President

Date: 12/19/2019

By: J. Matachek
John Matachek

Its: Provost

Date: 12/19/2019

SEIU LOCAL 284

By: Matthew Lobo

Its: Contract Organizer

Date: 12/5/19